

REMARKS

The specification has been amended on pages 5, 6, and 7 to correct for inadvertent typographical errors, no new matter has been added.

Independent claims 1 and 7 have been amended to more clearly define the present invention, specifically the splice tape is defined as being disposed over the splice gap and adhered to both the first and second silicone liners without a release coating. Support for this amendment is same in Figure 2 and supported by a paragraph beginning at line 5 on page 8 of the original specification.

In addition, the splice tape is defined as having a width greater than the third imprintable label in order to insure bonding between the third imprintable label and the first and second layers. Support for this amendment is found in the original specification on page 6 beginning at line 24 and accordingly no new matter has been added.

Additionally, claims 1 and 7 have been amended to overcome the Examiner's objection thereto.

Traverse of the Examiner's rejection of the claims will be based upon the amended claims.

In that regard, the Examiner has rejected claims 1, 3-7, and 9-11 under 35 USC 103(a) as being unpatentable over U.S. 5,472,755 to Nibling, Jr. In this rejection, the Examiner has stated that Nibling, Jr. discloses a runnable splice comprising a first thermal imprintable label stock having a first phase layer of paper. The Applicant takes exception to this conviction by the Examiner in that no where in Nibling, Jr. is there a mention of a thermal imprintable label stock, let alone any suggestion of a third thermal imprintable label disposed over a splice gap formed by a first and second thermal imprintable label stock, as presently claimed.

In addition, the claims as amended provide for a splice tape disposed over the splice gap and adhered to both the first and second liners without a release coating. This is totally contrary to the teaching of Nibling, et al. which provides for a release coating 74 applied at the butt joint to detackify, seal, or otherwise separate only the portion of the adhesive and support tapes that cover the butt joint to keep the first adhesive and support tape 68 from bonding through the butt joint with a second adhesive support tape 76 which spans the width of the label stock 52..., see column 5, beginning at line 55. Accordingly, Nibling, et al. teaches away from the present invention.

In addition, the present invention as set forth in amended claims, provides for a splice tape having a width greater than the third imprintable label in order to insure bonding between the third imprintable label and the first and second layers. Clearly, this is not taught by Nibbling, et al. as can be seen from Figure 2 in which the carrier sheets 70 and 78 are of identical width.

Accordingly, the Applicants submit that the Examiner has not made a prima facie case of obviousness on the basis of the Nibling, Jr. reference taken independently.

The Examiner has contradicted his conviction of Nibling, Jr. as comprising a first thermal imprintable label stock in the concluding sentence of the first paragraph on page 4 wherein it is stated that, "However, Nibling, Jr., fails to disclose the imprintable label stock as having a layer of thermal paper."

Therefore, the Examiner reaches to U.S. 4,633,276 to Shibata, et al. for teaching a thermal sensitive color-forming layer disposed on one side of a substrate and concludes it would have been obvious to one of ordinary skill in the art at the time the Applicants invention was made to provide the thermal paper in Nibling in order to form a label that is used in the variety of products without fading of the color formations of a long period this time as taught by Shibata.

In addition, the claims as amended provide for a splice tape disposed over the splice gap and adhered to both the first and second liners without a release coating. This is totally contrary to the teaching of Nibling, et al. which provides for a release coating 74 applied at the butt joint to detackify, seal, or otherwise separate only the portion of the adhesive and support tapes that cover the butt joint to keep the first adhesive and support tape 68 from bonding through the butt joint with a second adhesive support tape 76 which spans the width of the label stock 52..., see column 5, beginning at line 55. Accordingly, Nibling, et al. teaches away from the present invention.

In addition, the present invention as set forth in amended claims, provides for a splice tape having a width greater than the third imprintable label in order to insure bonding between the third imprintable label and the first and second layers. Clearly, this is not taught by Nibbling, et al. as can be seen from Figure 2 in which the carrier sheets 70 and 78 are of identical width.

Accordingly, the Applicants submit that the Examiner has not made a prima facie case of obviousness on the basis of the Nibling, Jr. reference taken independently.

The Examiner has contradicted his conviction of Nibling, Jr. as comprising a first thermal imprintable label stock in the concluding sentence of the first paragraph on page 4 wherein it is stated that, "However, Nibling, Jr., fails to disclose the imprintable label stock as having a layer of thermal paper."

Therefore, the Examiner reaches to U.S. 4,633,276 to Shibata, et al. for teaching a thermal sensitive color-forming layer disposed on one side of a substrate and concludes it would have been obvious to one of ordinary skill in the art at the time the Applicants invention was made to provide the thermal paper in Nibling in order to form a label that is used in the variety of products without fading of the color formations of a long period this time as taught by Shibata.

The Applicants submit that Shibata provides no further teaching of the structure of the runnable splice but merely as sets forth a thermal sensitive recording label. There is no further teaching with regard to forming a joint with a splice gap covered by a splice tape without a release coating and a splice tape having a width greater than the thermal imprintable label on an opposite side of the splice gap. Accordingly, this combination does not provide a basis for a prima facie case of obviousness under 35 USC 103(a) for claims 1, 3-7, and 9-11. Thus, the Examiner is respectfully requested to withdraw the rejection of claims 1, 3-7, and 9-11 under 35 USC 103(a).

Claims 2 and 8 have been rejected by the Examiner under 35 USC 103(a) as being unpatentable over Nibling, Jr. in view of Shibata and further in view of U.S. 5,530,570 to Patton, et al. In this rejection, the Examiner explains that Nibling fails to disclose the third label as having a width between 0.5 inches and 3 inches and accordingly relies on Patton, et al. for teaching such dimensions and concludes that it would have been obvious to one of ordinary skill in the art at the time the Applicants invention was made to have provided the label with the desired width in the splicing operation.

While Patton, et al. sets forth typical widths there is no further teaching of the structure of the splices hereinabove noted. Specifically, Patton is totally silent with regard to a splice tape disposed over a splice gap and adhered to both the first and second silicone liners without a release coating and further wherein the splice tape has a width greater than the thermal imprintable label in order to insure bonding between the third imprintable label and the first and second layers.

As set forth in the original specification on page 6, at line 28, this difference in widths enables ends 70, 72 of the splice tape 60 to not be aligned with the ends 74, 76 of the label 52 and accordingly less stress is produced between the label 52 and the papers 16, 34 during removal operation.

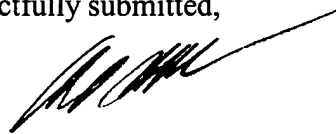
Thus, the present invention provides for structure not taught or suggested by any of the references or any combination thereof which functions in a manner as the runnable

splice in accordance with the present invention for insuring integrity of the splice by the utilization of a splice tape width being greater than the third imprintable label, as hereinabove noted.

Accordingly, the Applicants submits that the Examiner has not made prima facie case of obviousness under 35 USC 103(a) for claims 2 and 8 based upon the combination of Nibling, Jr., Shibata, et al., and Patton, et al. Withdrawal of this rejection is respectfully requested.

In view of the arguments hereinabove set forth and amendment to the claims and specification, it is submitted that each of the claims now in the application define patentable subject matter not anticipated by the art of record and not obvious to one skilled in this field who is aware of the references of record. Reconsideration and allowance are respectfully requested.

Respectfully submitted,



Walter A. Hackler

Attorney of Record

Registration No. 27,792

2372 S.E. Bristol, Suite B

Newport Beach, California 92660-0755

(949) 851-5010

**I HEREBY CERTIFY THAT THIS CORRESPONDENCE IS  
BEING DEPOSITED WITH THE U.S. POSTAL SERVICE  
AS FIRST CLASS MAIL IN AN ENVELOPE ADDRESSED  
TO: COMMISSIONER OF PATENTS, PO BOX 1450  
ALEXANDRIA, VIRGINIA 22313-1450, ON**

*Feb 24 2005*  
*2/24/05*  
**(DATE SIGNED) WALTER A. HACKLER  
REG. NO. 27, 792**